

# COPILEVITZ & CANTER, LLC

ATTORNEYS AT LAW

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June 15, 009

Ms. Jennifer Twyman  
Charitable Organization Registration Division  
Secretary of State's Office  
Building 1, Suite 157-K  
1900 Kanawha Blvd, East  
Charleston, WV 25305-0770

Re: Donor Services Group, LLC / Foundation Fighting Blindness

Dear Ms. Twyman

The above referenced organization is a professional fund raiser currently registered with your office. Donor Services Group, LLC has recently entered into a contract with the above referenced charitable organization. They have asked that I forward this contract to you.

Please make this contract a part of the registration file for Donor Services Group, LLC.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions regarding this matter.

Very truly yours,



Rose M. Whitsitt  
Legal Assistant  
For the Firm

:rmw  
Enclosure

rose@cckc-law.com

**TELEMARKETING SERVICE AGREEMENT**  
**Donor Services Group**

**Foundation for Fighting Blindness**

**July 1, 2009 – June 30, 2010**

THIS TELEMARKETING SERVICE AGREEMENT (this "Agreement") is made and entered into on or before March 12, 2009 by and between the **Foundation Fighting Blindness, Inc.**, located at 11435 Cronhill Drive Owings Mills, MD 21117 (herein after referred to as "Organization") and the **Donor Services Group, LLC**, a California Limited Liability Company, located at 11,500 Olympic Blvd., Suite 540, Los Angeles, CA 90064 (herein after referred to as "DSG") with reference to the following facts:

A. DSG operates three four different calling operations; i) the **"Co-op"** which is engaged in the business of providing telephone calls designed to raise funds, but more importantly, cultivate greater donor loyalty using an exclusively manual dialing operation; ii) the **"Hybrid"** which mimics the Co-op's more cultivational approach to fundraising but uses a fully predictive dialing software solution, iii) its **"Standard"** program which focuses exclusively on fundraising at a lower cost by using a fully predictive dialing solution and also a lesser focus on cultivating relationships with donors and; iv) its **"Manila"** program which uses a contracted call center in Manila, Philippines to make inexpensive calls designed to reinstate older lapsed donors more affordably.

Regardless of the calling operation used, all Callers are trained to act professionally and politely. However, at the Co-op and Hybrid, Callers are specially trained to dialogue with donors, record their opinions and personalize the relationship between the Organization and their constituents, not just ask for financial support. At no time will a predictive dialer be used for calls conducted by the Co-op without Organization's express written consent. With the Standard, Hybrid and Manila operations calls may be placed using a predictive dialer.

B. The Organization's mission is to drive the research that will provide preventions, treatments and cures for people affected by retinitis pigmentosa (RP), macular degeneration, Usher Syndrome, and the entire spectrum of retinal degenerative diseases.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on July 1, 2009 and continue for one year thereafter unless earlier terminated pursuant to the provisions of Section 8.

2. Services. Organization hereby retains DSG, and DSG hereby agrees to be retained by Organization, to assist Organization in its fundraising efforts by overseeing the solicitation of potential contributors to Organization ("Prospects"). In this regard, DSG shall provide the following services:

(a) Telephone Hours. DSG shall obtain and/or provide any required facilities, telephones, telephone service, telephone callers and copy in order to complete a minimum of two thousand, five hundred (2,500) telephone "Contacts" (approximately 250 Calling Hours) and as many as thirty thousand (30,000) Contacts for Organization during the term of this Agreement. All Contacts completed shall be to former or current or prospective donor Prospects as selected by Organization in their sole discretion. For purposes of this Agreement, a "Contact" shall mean an actual contact with a Prospect or their spouse which results in a completed decision (e.g. a response of yes, no, maybe or other), regardless of whether such decision results in the pledge of any funds to Organization.

(b) Development of Copy. DSG shall, in consultation with Organization, write and develop telemarketing scripts, training materials and develop copy for original and reminder pledge packages to be used in the fulfillment of its duties hereunder ("Copy"). No scripts or other Copy shall be used and/or implemented by DSG without the prior written approval of Organization. Approval shall be promptly made.

(c) Pledge Package Design. DSG will design unique pledge fulfillment packages to be used in conjunction with this campaign. No initial or reminder pledge package design will be printed or used without the Organization's prior written approval.

(d) Mailings. With respect to those Contacts which result in a pledge to the Organization, DSG shall send an "initial pledge fulfillment mailing" on the first business day following said pledge. Said initial mailing shall include a personalized letter for the Co-op or simple pledge form for the Standard, Hybrid or Manila operations, as well as in both cases, a reply device, window carrier envelope and a #9 reply envelope. DSG shall send a "1st reminder mailing" to those donors that pledged a gift to the Organization but for which no response to the initial mailing is received within twenty one (21) days of the date of Contact, and if necessary, a "2<sup>nd</sup> reminder mailing" if there is no response to initial or 1<sup>st</sup> reminder mailing within thirty-five (35) days from the date of Contact. All mailings shall be sent via first-class pre-sort mail. First and Second reminder mailings shall include a personalized letter or pledge form, reply device, #10 window envelope and an inner #9 business reply envelope. **All donations shall be received and processed directly by Organization and all funds shall be deposited directly into Organization's bank account(s). At no time shall DSG be in receipt of any funds nor take custody of any funds donated as a result of these programs on behalf of Organization.**

All printing, postage, inserting and other costs associated with the pledge fulfillment packages for either operation shall be paid directly by DSG, except that Organization shall reimburse DSG for its printing costs by paying DSG a per package fee plus actual postage costs as per Section 6C below.

### 3. Reports; Monitoring.

(a) Reports by DSG. DSG shall provide Organization with reports detailing the cumulative pledge results, and prospect penetration levels via email each day during the campaign. All daily reports will present data by segmentation provided by Organization and include the number of contacts completed, average dollars pledged per contact, number of pledges, percent of pledges, average gift of pledges and cost per contact. DSG shall also provide Organization with bi-monthly reports via e-mail that indicate those substantive and anecdotal comments received from donors during each call. DSG shall also provide Organization an end-of-campaign report indicating any name, address or telephone number changes. The report shall also contain the

name of each person in the segment (and any disposition codes required by the Organization). Each name should be marked with one of the following outcomes:

- Pledge - Member agreed to make a pledge payable upon receipt of an invoice.
- Credit Card Pledge - Member agreed to make a pledge and had the amount billed to their credit card.
- Hedger - Member expressed an interest in making a contribution, but could not commit on the phone.
- Refusal - Member declined to make a contribution.
- Do Not Call - Member requested that their name be suppressed from future calling campaigns.
- Non-contact - Member was not reached after at least five attempts.

(b) Reports by Organization. On a weekly basis, Organization shall ensure that DSG is provided with information as to which Prospects have fulfilled pledges resulting from DSG's Contacts, to be as current as possible (generally not more than 5 business days from the date of submission), so that DSG can send timely reminders to those who have not fulfilled their pledges and can monitor the effectiveness of the campaign.

(c) Quality Control. Organization shall have the right to monitor calling either on site, or at a remote location, to the extent permissible by law.

(d) Credit Card Reports. DSG shall provide Organization or a vendor of its choosing, with bi weekly Credit Card Reports indicating the identification number, name, address and credit card billing information for each prospect that agrees to make a contribution on their credit card. Said reports to be provided to Organization or their vendor in a mutually agreed upon computer format.

(e) Contact Data. At the conclusion of the campaign DSG shall modem Organization or a vendor of its choosing, a list containing all Contact information resulting from DSG's Contacts.

4. Schedule of Contacts. Within sixty (60) days of execution of this Agreement, Organization shall provide DSG with an annual schedule outlining the approximate dates and volumes of those campaigns Organization anticipates it will complete with DSG over the term of this Agreement.

5. List of Prospects.

(a) List. At least five (5) days prior to the start of each campaign listed on the schedule, Organization shall ensure DSG is provided with sufficient names, addresses, and confirmed valid telephone numbers (if available) to complete the expected volumes assuming a Contact rate of 65% for current donors and 50% for former contributors. If available, each list of donors provided to DSG will contain each donor's last gift amount, last gift date, HPC 36 months, cumulative lifetime giving amount, donor's responsiveness to telemarketing and proclivity to make contributions on a credit card. Said names to be provided in a mutually agreeable computerized format. Organization has the option, prior to downloading such information, to have DSG send lists of Donors to a telephone number search service. If DSG is so authorized, DSG shall format the information and be responsible for providing it to such search service.

6. Fees.

(a) Base Fee Structure.

- a. If Organization chooses to conduct calling at either the Co-op or Hybrid operations, Organization shall pay DSG Forty-four dollars (\$45.00) per completed Calling Hour.
- b. If Organization chooses to conduct calling at the Standard operation, Organization shall pay DSG Four Dollars and Fifty Cents (\$4.55) per completed contact.
- c. If Organization chooses to conduct calling at DSG's Manila operation, Organization shall pay DSG Twenty-four dollars (\$24.00) per completed Calling Hour.

(b) Telephone Number Search. Should DSG be authorized to send Organization Donor lists to a Telephone Number Search Service as described in Section 5(a) above, DSG shall pay for said services and then shall be reimbursed by Organization for said costs at the rate of \$.09 per existing number verified or per new number found.

(c) Costs for Mailings. Regardless of the Operation used, Organization shall pay DSG Thirty Cents (\$0.30) per fulfillment package mailed plus actual postage costs.

7. Payment Procedure.

(a) Payment Schedule for Calling Hours and other Expenses. As DSG completes Calling Hours or Contacts on behalf of ORGANIZATION, DSG shall invoice ORGANIZATION for those actual Calling Hours and/or Contacts completed during each previous seven (7) day period (Monday - Sunday). Invoices shall also include those postage, package and telephone number search expenses incurred during the invoicing period. ORGANIZATION shall pay DSG in full for each said invoice within thirty (30) days of its issuance.

(b) Payment schedule. Organization must insure that all payments arrive in DSG's offices on or before the due date. Any fees and reimbursements more than five (5) days past due shall be subject to late charges equal to one and one half (1.5%) of the total balance due. Said late charges to be added to the next weekly invoice.

8. Termination.

(a) Termination. Either party to this Agreement reserves the right to any specific segment within a calling program by providing the other party with 48 hours written notice. Either party may also terminate a specific program in its entirety without necessarily terminating the entire Agreement by providing

the other with five (5) days advance written notice. Either party may terminate the entire Agreement at any time by providing the other party with thirty (30) days prior written notice. Regardless of whether all or simply a portion of this Agreement is terminated, DSG shall fulfill its obligations as described in Section 2 and 3 with regard to those Contacts already completed. In the event of termination, ORGANIZATION shall pay DSG as per Sections 6 and 7 above, for all Calling Hours and/or Contacts completed and associated costs incurred as of the date of termination.

(b) Return of Property. Following termination or expiration of this Agreement, and at such time as it has been fully paid for those services rendered, DSG shall deliver all property of Organization to Organization within a reasonable time, not to exceed thirty (30) days. Such property shall include, subject to the limitations set forth in Section 9(b) below, all computer tapes, camera ready art and any and all other materials provided to DSG by Organization.

9. Ownership of Lists and Marketing Materials.

(a) Lists. DSG hereby acknowledges and agrees that Organization has and shall retain sole ownership and control over lists of names provided to DSG and shall have sole ownership and control over any and all information developed from fund solicitation responses as a result of this Agreement. DSG will not use any information including names, addresses, phone numbers or contribution information provided by Organization for any other purpose other than that which is stipulated in this Agreement, nor will DSG sell, rent, or exchange any information captured from respondents with any entity other than that organization which is party to this agreement.

(b) Marketing Materials. Except as specifically provided to the contrary in this Agreement, Organization may not utilize all or any portion of (i) any original copy and artwork developed by DSG pursuant to this Agreement, or (ii) any "initial" and "reminder" mailings for any purpose other than the telemarketing campaign described in this Agreement (the "Campaign") without the express written consent of DSG. Any original copy and artwork developed by Organization and forwarded to DSG for use in this Campaign shall remain the property of Organization and may not be used for any other purpose other than for use during this Campaign without the express written consent of Organization.

(c) Confidentiality Agreement. Each party agrees that it will maintain in strict confidence all Confidential Information provided by the other, as defined below, which it reviews, receives or acquires. "Confidential Information" as used herein shall mean, subject to the limitation set forth below, any and all economic and financial information, sales and marketing plans, information and materials, customer or Contact lists, business procedures or solicitation or Contact methods, and any other information regarding the business of one party given, delivered, received or reviewed by the other party or its agents. Information which is (a) lawfully in one party's possession prior to disclosure by the other party, or (b) in the public domain through no fault of the recipient party, shall not be considered Confidential Information for purposes of this Agreement.

The parties agree that the Confidential Information shall be and remain the property of the sending party and that each individual agent or employee of the receiving party that reviews or receives Confidential Information shall, regardless of whether he or she signs a copy of this Agreement, agree to be bound by the terms of this Agreement. Both parties further acknowledge and agree that a breach of this

Confidentiality Clause by unauthorized disclosure by one party shall immediately give rise to irreparable injury to the non-disclosing party inadequately compensable in monetary damages and that the non-disclosing party shall also be entitled to injunctive relief, without bond, in addition to other available remedies.

10. Compliance with Regulatory Requirements.

(a) Regulatory Terms and Conditions. This Agreement is subject to the provisions of statutory law and the implementing regulations applicable to the solicitation of contributions and funds for charitable Organizations that are in effect in each of the States of the United States, as amended, from time to time. Said statutory language can be found in Exhibit A attached.

(b) Compliance with State Statutes. It is understood by the parties to this Agreement that Organization shall receive 100% of all contributions collected and shall pay 100% of those fees owed to DSG at such time as they are due. **DSG shall not, at any time during the term of this agreement, cage or collect any funds on behalf of organization.** DSG receives a fee for its services unrelated to any fundraising event and its compensation is not connected to any funds received by Organization through public donations. Rather, Organization retains the right to terminate this Agreement at any time if it is not satisfied with the performance or amount of funds raised by DSG on its behalf, as reported daily. Therefore, for those states interested in this Agreement, we the parties believe regardless of the specific language or interpretation of certain mandatory state statutes that the "minimum percentage" to be received by Organization to be 100% because Organization collects all of the income while independently paying all the fees.

i. The parties to this Agreement shall make every effort to comply with all State Charitable Solicitation Registration requirements at all times during the term of this Agreement. Both parties to this Agreement shall make every effort to inform the other of any information, which could cause either party to infringe any State Charitable Solicitation Registration requirement.

ii. DSG shall assist Organization in complying with those Registration requirements specific to the campaign(s) stipulated in this Agreement, including filing of Notices of Solicitation in those States requiring them, and any and all financial reporting required. In order to comply with these requirements, DSG may request Organization to provide signatures, gross receipts from the campaign(s) stipulated in this Agreement, and any other information pertinent to Registration requirements not available to DSG from any other source. Organization agrees to provide such signatures and information within seven (7) days from receipt of any such request.

iii. Should Organization fail to comply with its responsibilities contained herein, and such failure results in the fining of DSG by any regulatory agency concerned with State Charitable Solicitation Registration, Organization agrees to reimburse DSG for said fine within fifteen (15) days of receiving documentation indicating that DSG has paid said fine. Should DSG fail to comply with its responsibilities contained herein, and such failure results in the fining of Organization by any regulatory agency concerned with State Charitable Solicitation Registration, DSG agrees to reimburse Organization for said fine within fifteen (15) days of receiving documentation indicating that Organization has paid said fine.

11. Agents. To the extent reasonably necessary to enable DSG to perform its duties hereunder, DSG shall be authorized to engage the services of any agents or assistants, which DSG may deem proper. The cost of the services and the quality of work of such agents or assistants shall be the sole responsibility of DSG. DSG shall insure that all such agents or assistants shall agree to be bound by the terms of this agreement.

12. Relationship Between the Parties. The relationship between the DSG and Organization shall be that of parties acting as independent contractors, and this Agreement shall not in any way render either party the agent, partner, joint-venturer or legal representative of the other for any purpose whatsoever. The parties hereto shall act solely as independent contractors and shall have no power or authority to act for, bind or commit the other nor shall either of them claim to have such power or authority.

13. Successors. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

14. Survival. Sections 8, 9(e), 10 and 16 shall survive any termination or expiration of this Agreement.

15. Assignments. At no other time during the term of this Agreement shall either party assign its duties nor any duties or obligations hereunder without the prior written consent of the other party. In the event of an assignment by one party to which the other party has consented, the assignee or his legal representative shall agree in writing with the assignor to assume, perform, and to be bound by the covenants, obligations, and agreements contained herein.

16. Dispute Resolution. The parties agree that a material breach of the Agreement regarding confidential information or proprietary rights to materials subject to this Agreement may cause irreparable injury for which monetary damages would not be an adequate remedy and that the injured party shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

With the exception of the equitable relief described above, any dispute or controversy arising under or in connection with this Agreement shall, upon the written demand of either party served upon the other party, be submitted to arbitration in accordance with the commercial rules of the American Arbitration Association. Each party shall, by notice to the other party given within ten (10) days of the date of the written demand referred to above, appoint one (1) person. The persons so appointed shall, within twenty (20) days of the aforementioned written demand, jointly select an arbitrator. If any party fails to appoint a person within said ten-day period, the other person(s) so appointed shall select the arbitrator. If the persons appointed by the parties do not agree on an arbitrator, the arbitrator shall be selected by the American Arbitration Association. The arbitrator's determination of the dispute or controversy shall be final and binding on the parties. The parties specifically confer upon the arbitrator the right to direct each of the parties to produce in advance of the hearing(s) whatever documents the arbitrator deems appropriate. The parties hereby agree that the arbitrator shall not have jurisdiction to award punitive damages. The parties hereby agree that discovery in accordance with applicable law shall be permitted. Such arbitration shall take place in either Owings Mill, Maryland, or Los Angeles, California as determined by a flip of a coin, unless the parties mutually agree to another place. The parties hereto specifically consent to the jurisdiction of the federal or state courts of the location of the



principal office of the victorious party for the enforcement of any award (including attorneys' fees and costs) of any arbitrator made hereunder or dispute related hereto.

17. Applicable Law. This Agreement shall, in all respects, be governed by the laws of the State of California applicable to agreements executed in California.

18. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

19. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

20. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understanding or representations with respect to its subject matter and hereby terminated and canceled in their entirety and are of no further force or effect.

23. Full Authority. Each of the parties and signatories to this Agreement represents and warrants that he has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligation shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith. Each person signing this Agreement on behalf of an entity represents and warrants that he has the full right, power, legal capacity and authority to sign this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**DONOR SERVICES GROUP, LLC**

Thomas S. Paul, President  
print name and title

By 1. Mr. Smith

Date 3/12/09 "DSG"

**Signature #1:**

**FOUNDATION-~~FOR~~-FIGHTING BLINDNESS, INC.**

James Minow, Chief Development Officer  
print name and title

By [Signature]

Date May 12, 2009

"Organization"

**Signature #2 (required):**

Annette Hinkle, Chief Financial Officer  
print name and title

print name and title

By Annette Hilde

Date May 12, 2009

"Organization"

**Exhibit A**  
State Registration  
Regulatory Terms & Conditions

1. The main Agreement between DSG and Organization is not a percentage-based agreement and the following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below. DSG is to be paid a fixed fee per contact as set forth in the main Agreement and said compensation provisions shall be controlling. As outlined in the main Agreement, Organization exercises control and approval over the content and frequency of all solicitations.
  - a. For purposes of providing language to comply with the laws of the various states requiring a minimum percentage disclosure, the main Agreement shall be modified to add the following section:
    - i. Organization shall receive a minimum of two percent (2%) of gross revenue, or the amount set forth in the main Agreement, whichever is greater. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged.
  - b. For purposes of the providing language to comply with the laws of the various states requiring an estimated percentage disclosure, the main Agreement shall be modified to add the following section:
    - i. This contract is not a percentage based contract. However, it is estimated that Organization shall receive two percent (2%) of gross revenue. This is an estimated percentage based upon the estimated number of contacts, average pledge fulfillment and experience of similar campaigns. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged. For purposes of the states of Ohio, Utah and Wisconsin, Organization is guaranteed a percentage of the gross revenue which is not less than ninety percent (90%) of the estimated percentage.
  - c. For purposes of providing language to comply with the laws of the various states requiring a fixed or guaranteed percentage disclosure and/or a percentage which shall be received by DSG, the main Agreement shall be modified to add the following section:
    - i. Organization shall receive as a result of this solicitation campaign two percent (2%) and DSG shall receive ninety-eight percent (98%) of all funds raised. The amount going to DSG is an estimated percentage based upon previous experience of similar campaigns conducted by DSG. This shall not affect or alter compensation provisions as provided in the main Agreement.
  - d. For purposes of the state of California only, the contract shall be modified to add the following sections:
    - i. Solicitation activity is to commence on July 1, 2009 within the State of California or ten working days after receipt of the Agreement by the Attorney General. All contributions shall be deposited in an account at a bank or other federally insured financial institution that is solely in the name of Organization and over which Organization has sole control of

withdrawals.

- ii. Organization has the right to cancel this Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. Organization may exercise this right by serving a written notice of cancellation on DSG. Said notice must be provided by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Any funds collected after effective notice of cancellation shall be deemed to be held in trust for the benefit of Organization without deduction for costs or expenses of any nature, and Organization shall be entitled to recover all funds collected after the date of cancellation.
  - iii. Following the foregoing initial ten (10) day cancellation period, Organization may terminate this Agreement by giving thirty (30) days' written notice. Said notice must be provided by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination under this subsection, Organization shall be liable for services provided by DSG up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10) day cancellation period, Organization may terminate this Agreement at any time upon written notice, without payment or compensation of any kind to DSG, if DSG or its agents, employees, or representatives make(s) any material misrepresentations in the course of solicitations or with respect to Organization; are found by Organization to have been convicted of a crime arising from the conduct of a solicitation for a charitable Organization or purpose punishable as a misdemeanor or a felony; or otherwise conduct fundraising activities in a manner that causes or could cause public disparagement of Organization's good name or good will. Determination of the existence of these factors shall be made by an arbitrator if the main Agreement provides for dispute resolution via binding arbitration.
- e. For purposes of the states of Alaska and Illinois only, the contract shall be modified to add the following section:
- i. DSG shall be authorized by Organization to conduct solicitations on a nationwide basis during the term of this agreement. DSG projects \$12,113 in gross revenue to be raised from this campaign for every 2,500 Contacts completed. DSG estimates expenses related to the campaign per 2,500 Contacts to be \$11,875. The estimated figures are based upon experience of similar campaigns conducted by DSG. This shall not affect any of the other terms including compensation as set out in the main Agreement. The books and records of fundraising activities shall be kept at the address of DSG as provided in the main Agreement.
- f. For purposes of the State of Indiana only, the following shall apply:
- i. The average percentage of gross contributions received by sponsoring Organizations as a result of campaigns conducted by DSG in the three years preceding this agreement is thirty-five percent (35%).
  - ii. At least every ninety (90) days, DSG professional solicitor shall provide the charitable organization with access to and use of information concerning contributors, including the name, address, and telephone number of each contributor and the date and amount of each contribution. DSG professional solicitor may not restrict the charitable organization's use of contributor information.

- g. For the purposes of the State of Mississippi, the following shall apply:
  - i. Solicitation activity is to commence on July 1, 2009 within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.
  - ii. All oral and written presentations to be used by DSG (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by client.
  - iii. Solicitation activity and the contract will terminate on June 30, 2010 within the State of Mississippi.
- h. For the purposes of the State of New Hampshire, the following shall apply:
  - i. The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of Organization with no rights to transfer, sell, rent, or otherwise cause same to be used except by Organization.
- i. For the purposes of the State of Pennsylvania, the following shall apply:
  - i. Guarantee to Client. Organization shall receive as a result of this solicitation campaign, a minimum guarantee of two percent (2%) of gross revenue. This shall not affect or alter compensation provisions as listed in the main Agreement.
  - ii. Percentage to Professional Solicitor. Organization agrees that DSG shall be compensated pursuant to the terms of the agreement which is estimated to be ninety-eight percent (98%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect or alter compensation provisions as listed in the main Agreement.
  - iii. Solicitation activity is to commence on July 1, 2009 within the Commonwealth of Pennsylvania or ten working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.
  - iv. Solicitation activity and the contract will terminate on June 30, 2010 within the Commonwealth of Pennsylvania.
- j. For the purposes of the State of Tennessee the following shall apply:
  - i. DSG does not receive donations on behalf of the Organization, does not have access to the funds raised and does not make deposits to and does not have signature authority with, or any other authority over, the Organization's bank accounts.
- k. For the purposes of the State of Vermont the following shall apply:
  - i. Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts;

and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

- ii. DSG shall not restrict in any way the use by Organization of the list of donors to the campaign.
2. This agreement may not be modified, changed or terminated in whole or in part, in any manner except by an agreement duly signed by Organization and DSG.

